



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **SETTLEMENT DECISION**

Dispute Codes      Landlord: OPR-DR, MNR-DR, FFL  
Tenant: CNR

### Introduction

This was a cross application hearing that dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for cancellation of the 10 Day Notice to End Tenancy, pursuant to section 46.

This hearing also dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for Unpaid Rent, pursuant to sections 46 and 55;
- a Monetary Order for unpaid rent, pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant, pursuant to section 72.

The tenant, Landlord R.J. and landlord S.J. attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Both parties confirmed their email addresses for service of this Settlement Decision and Orders.

### Settlement

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The tenant agrees to move out of the subject rental property by 5:00 p.m. on October 31, 2022.
2. The tenant agrees to leave the subject rental property and the exterior of the subject rental property clean and free of garbage and personal effects.
3. The tenant agrees to pay the landlord \$11,000.00 in unpaid rent.
4. The tenant agrees to return all keys from the subject rental property to the landlord at 5 p.m. on October 31, 2022.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of these disputes. Both parties gave verbal affirmation at the hearing that they agreed to the terms of the settlement agreement free of any coercion and duress.

### Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached Monetary Order in the amount of \$11,000.00 to the landlord. The Monetary Order should be served on the tenant.

Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Small Claims Court of British Columbia.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached Order of Possession effective at **5:00 p.m. on October 31, 2022**, to be used by the landlord **only** if the tenant does not abide by the terms of the settlement agreement. The Order of Possession should be served on the tenant.

Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: October 27, 2022

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Residential Tenancy Branch